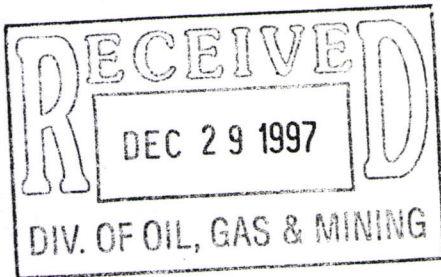


ATTACHMENT B

MR FORM 5
June 10, 1996

Bond Number ~~XXXXXXXXXX~~
Permit Number M/049/032
Mine Name Ekins East Quarry



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

*This bond
replaced -
Returned to operator
5-12-99 JB*

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Valley Asphalt, Inc., as Principal,
and American Home Assurance Company, as Surety, hereby jointly and
severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly
and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal
sum of Nine Thousand and No/100----- dollars (\$9,000.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division
on the _____ day of _____, 19____, that 5 acres of land will
be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land
Reclamation Act, and complied with the Rules and Regulations adopted in accordance
therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in
the area disturbed or the extent of disturbance, then, the Division may require that the amount
of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

VALLEY ASPHALT, INC.

Principal (Permittee)

October 30th, 1997

Date

BRENT R. SUMSION

By (Name typed):

PRESIDENT

Title

Signature

Surety Company

AMERICAN HOME ASSURANCE COMPANY

Company Officer

October 30th, 1997

Date

William W. Beck, Attorney-in-Fact

Title/Position

COUNTERSIGNED AT SALT LAKE CITY, UT

By

Kaylene Stonestreet
Resident Agent

Signature

Page 3
MR-5 (revised June 10, 1996)
Attachment B

Bond Number ~~444444~~
Permit Number M/049/032
Mine Name Ekins East Quarry

SO AGREED this _____ day of _____, 19____.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

On the 30th day of October, 1997, personally appeared before me
William W. Beck who being
by me duly sworn did say that he/she, the said William W. Beck is the Attorney-in-Fact
Attorney-in-Fact of American Home Assurance Company and duly
acknowledged that said instrument was signed on behalf of said company by authority of its
bylaws or a resolution of its board of directors and said
William W. Beck duly acknowledged to me that said company
executed the same, and that he/she is duly authorized to execute and deliver the foregoing
obligations; that said Surety is authorized to execute the same and has complied in all
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking
and obligations.

Signed: *William W. Beck*
Surety Officer
William W. Beck

Title: Attorney-in-Fact

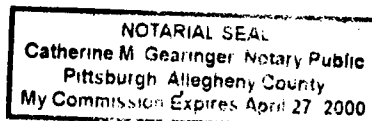
STATE OF Pennsylvania)
COUNTY OF Allegheny) ss:

Subscribed and sworn to before me this 30th day of October, 1997.

Catherine M. Gearinger
Notary Public
Residing at: Pittsburgh, PA

My Commission Expires:

April 27, 19 2000



KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

—Richard S. Beck, William W. Beck, Robert J. Cawley, Jeffrey A. Frank, Paul B. Miller: of Pittsburgh, Pennsylvania—
its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 3rd day of July, 1997.



Donn Kolbeck

Donn Kolbeck, Vice President
National Union Fire Insurance Company of Pittsburgh, Pa.
Assistant Vice President
American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 3rd day of July, 1997, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

CAROL RAGAB
Notary Public, State of New York
No. 01RA5052011
Qualified in Kings County
Commission Expires Nov. 13, 1997

Carol Ragab

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 30th day of October, 1997.



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

EKINS EAST - LEASE DESCRIPTION (See Exhibit A)

That portion of Section 4, Township 10 South, Range 1 East of the Salt Lake Base Meridian in the County of Utah, State of Utah, being in the Southeast quarter of said Section, and being more particularly described as follows:

Commencing at the center of said Section 4; thence East approximately 1248 feet along the North line of the Southeast quarter of said Section; thence South approximately 226 feet parallel to the West line of the Southeast quarter of said Section to the **POINT OF BEGINNING**;

Thence South 51 Degrees 33 Minutes 09 Seconds East 226.97 feet to a point;

Thence North 33 Degrees 52 Minutes 19 Seconds East 200 feet to a point;

Thence South 56 Degrees 07 Minutes 41 Seconds East 40.0 feet to a point;

Thence South 33 Degrees 52 Minutes 19 Seconds West 200 feet to a point;

Thence South 56 Degrees 07 Minutes 41 Seconds East 250.61 feet to a point;

Thence South 01 Degrees 22 Minutes 48 Seconds West 196.91 feet to a point;

Thence South 21 Degrees 51 Minutes 23 Seconds East 84.25 feet to a point;

Thence South 45 Degrees 45 Minutes 25 Seconds West 61.15 feet to a point;

Thence South 78 Degrees 17 Minutes 30 Seconds West 55.82 feet to a point;

Thence North 70 Degrees 55 Minutes 06 Seconds West 37.58 feet to a point;

Thence North 35 Degrees 16 Minutes 52 Seconds West 165.34 feet to a point;

Thence North 60 Degrees 37 Minutes 39 Seconds West 136.36 feet to a point;

Thence North 69 Degrees 52 Minutes 34 Seconds West 261.85 feet to a point;

Thence North 37 Degrees 06 Minutes 41 Seconds West 70.18 feet to a point;

Thence North 00 Degrees 00 Minutes 00 Seconds East 140.59 feet to a point;

Thence North 35 Degrees 59 Minutes 26 Seconds East 104.59 feet to a point;

Thence North 60 Degrees 16 Minutes 18 Seconds East 77.07 feet to a point;

Thence North 82 Degrees 23 Minutes 58 Seconds East 63.11 feet to the **POINT OF BEGINNING**, containing 5.0 acres more or less.

INGRESS/EGRESS EASEMENT

A 100-foot easement across the lands of Ekins in the North half of Section 4, Township 10 South, Range 1 East, SLM, for the purpose of ingress and egress between the above-described property and U.S. Highway 6; the centerline of the 100-foot-wide easement being described as follows:

BEGINNING at a point on the centerline of State Highway 6, said point being approximately 200 feet Northeast of the intersection of the centerline of State Highway 6 and the West line of the Northeast quarter of said Section;

Thence South 18 Degrees 15 Minutes 57 Seconds East approximately 607.53 feet to the beginning of a curve concave to the West, having a radius of 500 feet;

Thence southerly approximately 170.83 feet along said curve through a central angle of 19 Degrees 34 Minutes 32 Seconds to a tangent line of said curve;

Thence South 01 Degrees 18 Minutes 38 Seconds West approximately 588.02 feet to the beginning of a curve concave to the East having a radius of 350 feet;

Thence southerly approximately 177.85 feet along said curve through a central angle of 29 Degrees 6 Minutes 53 Seconds to a tangent line of said curve;

Thence South 27 Degrees 48 Minutes 17 Seconds East approximately 593.25 feet to a point on the North line of the above-described property, said point being approximately 693.08 feet East of the Northwest corner of the Southeast quarter of said Section.

Also, an extension of the above-described easement being in the North half of Section 4, Township 10 South, Range 1 East, SLM, for the purpose of ingress and egress described as follows;

BEGINNING at the intersection of the East line of the above-described 100-foot easement and the North line of the Southeast quarter of said Section;

Thence Northwest approximately 383.7 feet along the East line of the above-described 100-foot easement to a point;

Thence East 1051.5 feet parallel to the North line of the Southeast quarter of said Section, to a point;

Thence South approximately 330 feet parallel to the East line of said Section, to a point in the North line of the Southeast quarter of said Section;

Thence West 926.43 feet along the North line of said Section, to the **POINT OF BEGINNING**.

UTAH
TOWNSHIP 10 SOUTH
RANGE 1 EAST
SECTION 4

